

## PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held on March 16, 2005, at 11:00 a.m., at the Fairfax County Government Center, 12000 Government Center Parkway, Conference Room 7, Fairfax, Virginia, 22035. All offerors are urged to attend.

CLOSING DATE FOR RECEIPT OF WRITTEN INQUIRIES IS MARCH 31, 2005

CLOSING DATE FOR SUBMITTING PROPOSALS IS JUNE 17, 2005



# FAIRFAX COUNTY

DEPARTMENT OF PURCHASING & SUPPLY MANAGEMENT  
12000 GOVERNMENT CENTER PARKWAY, SUITE 427  
FAIRFAX, VIRGINIA 22035-0013

www.fairfaxcounty.gov/dpsm

VIRGINIA

TELEPHONE: (703) 324-3201 FAX: (703) 324-3223 TTY: 1-800-828-1140

ISSUE DATE: March 1, 2005	REQUEST FOR PROPOSAL NUMBER: RFP05-790443-02	FOR: Wiehle Village Center and Metrorail Station Joint Development Solicitation
DEPARTMENT: Purchasing & Supply Management	DATE/TIME OF CLOSING: June 17, 2005 @ 4:00 p. m.	CONTRACT ADMINISTRATOR: Cathy Muse, CPPO, 703-324-3206; email: cathy.muse@fairfaxcounty.gov

**Proposal** - In accordance with the following and in compliance with all terms and conditions, unless otherwise noted, the undersigned offers and agrees, if the proposal is accepted, to furnish items or services for which prices are quoted, delivered or furnished to designated points within the time specified. It is understood and agreed that with respect to all terms and conditions accepted by Fairfax County the items or services offered and accompanying attachments shall constitute a contract.

NOTE: Fairfax County does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment in the performance of its procurement activity.

NAME AND ADDRESS OF FIRM:	Telephone/Fax No.:	/
	E-Mail Address:	
	Federal Social Security No	
	Fairfax License Tax No.:	
	Prompt Payment Discount:	___% for payment within ___ days/net ___ days
	:	

By signing this proposal, Offeror certifies, acknowledges, understands, and agrees to be bound by the conditions set forth in Paragraph 64 of the General Conditions and Instructions to Bidders, regarding financial disclosure requirements.

CHECK ONE: ☐ INDIVIDUAL ☐ PARTNERSHIP ☐ CORPORATION

State in which  
Incorporated: \_\_\_\_\_

Vendor Legally Authorized  
Signature

Date

Print Name and Title

Secretary

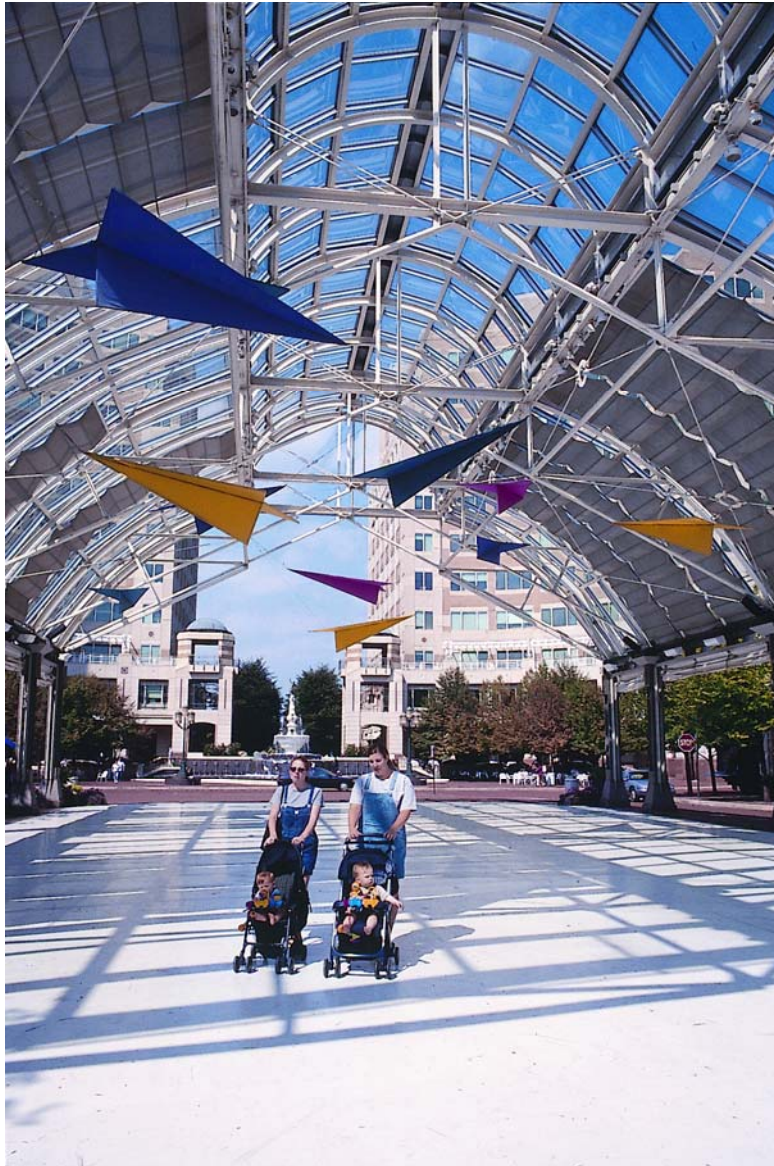
Sealed proposals subject to terms and conditions of this Request for Proposal, will be received by the Fairfax County Purchasing Agent at 12000 Government Center Parkway, Suite 427, Fairfax, Virginia 22035 until time/date identified above for providing items or services to specified destinations within the time specified or stipulated by the offeror.

AN EQUAL OPPORTUNITY PURCHASING ORGANIZATION

(DPSM32) (rev 11/03)



Fairfax County  
Wiehle Village Center and Metrorail Station  
Joint Development Solicitation



Reston Town Center - Photograph Courtesy of Fairfax County Economic Development Authority

ISSUE DATE: March 1, 2005

## TABLE OF CONTENTS

LETTER FROM THE COUNTY EXECUTIVE.....	4
PART ONE: INTRODUCTION .....	5
Joint Development Solicitation Schedule .....	7
Project Concept .....	7
PART TWO: JOINT DEVELOPMENT SITE .....	8
PART THREE: PROPOSAL SUBMISSION REQUIREMENTS .....	13
Section 1: Administrative and Contractual Information .....	14
Section 2: Proposal Preparation, Format, Content and Submission .....	15
Section 3: Proposal Review, Developer Selection Process, and Evaluation Criteria .....	23
Section 4: Fairfax County's Negotiable Requirements and Conditions .....	24
Section 5: Additional Joint Development Requirements and Procedures .....	27
Section 6: Abbreviations and Definitions .....	30
PART FOUR: PROJECT FINANCING .....	32
PART FIVE: OTHER RELEVANT INFORMATION AND RESOURCES.....	34
PART SIX: ATTACHMENTS.....	36
Attachment A. Proposal Bond .....	37
Attachment B. Irrevocable Standby Letter of Credit .....	40

## TABLE OF CONTENTS

Attachment C. Letter to Supervisor Hudgins and Wiehle Avenue Steering Committee Joint Development Principles	43
Attachment D. Dulles Corridor Rapid Transit Project Final General Plans, July 2004, Wiehle Avenue Station Site Plan .....	52
Attachment E. Wiehle Avenue Transit Station Area Land Unit .....	55



# FAIRFAX COUNTY

OFFICE OF THE COUNTY EXECUTIVE  
12000 Government Center Parkway  
Suite 552  
Fairfax, Virginia 22035  
Telephone: (703) 324-2531 FAX: (703) 324-3956

---

V I R G I N I A

March 1, 2005

Dear Developer:

Fairfax County, Virginia, is pleased to offer an exciting opportunity for a public-private partnership in the joint development of the transit site for the planned Metro Rail extension at Wiehle Avenue in Reston. As described in this solicitation, the focal point for development is the nine-acre parcel owned by the County, which is presently a commuter parking lot known as Reston East. It is hoped that this land offering would become the nucleus for development that would include adjacent and nearby parcels.

Over the past four years, the Reston community and other interested parties have been engaged in broad and inclusive visioning and planning discussions around transportation. These discussions have consistently confirmed a shared desire for mixed-use, transit-oriented development that would reinforce Reston's vision as a dynamic place "to live and to have a life." The most recent expression of community input came from six months of work by the Wiehle Avenue Steering Committee, appointed by Supervisor Cathy Hudgins. The committee's "Principles for Joint Development" reflect the cumulative community dialogue, as well as elements of the Fairfax County Comprehensive Plan for this area.

In seeking a public-private partnership well ahead of the extension of the Dulles Corridor Metrorail Project, it is the County's goal to have a well-designed development with excellent station access that achieves the higher densities allowed in transit areas. To remove barriers to this goal, an intensive community-led effort is under way to modify existing restrictive covenants, which prohibit residential development in some parcels of the target area. As the public partner, Fairfax County is committed to expediting the review and approval process for zoning changes and permits and to providing coordination with the various inter-governmental entities involved in the rail extension project.

Fairfax County looks forward to working with you on this exciting joint venture.

Sincerely,

Anthony H. Griffin  
County Executive



Fairfax Town Center – Photograph Courtesy of Fairfax County Economic Development Authority

## PART ONE: INTRODUCTION



The Fairfax County government is seeking a partner to design and construct a mixed use transit-oriented development, known as the Wiehle Village Center and Metrorail Station Project ("the Project"), on County-owned real property to complement the future Wiehle Avenue Metrorail Station. The County owns a 9 acre site immediately adjacent to the planned station, which in conjunction with development on adjacent parcels, now privately owned, offers a unique opportunity for a coordinated public-private development.

This Joint Development Solicitation is intended to promote high quality architectural and urban design within an urban context that encourages a cohesive and attractive environment for the people who visit, live and work in this thriving new contemporary urban village. Developers are urged to create a special urban place that fuses a variety of uses to enliven both the days and the nights with one-of-a-kind shops, restaurants, offices, housing, and entertainment venues. Retail should combine the sophistication of an urban city with the charm of a small town by blending national retailers with unique local specialty shops. Streets and sidewalks should be a focal point of this pedestrian environment, where people watching will be a primary form of entertainment. The streets and public walking areas between the streets and shops should be designed as people-gathering spaces with special features, such as shade trees, outdoor cafes, fountains and public art. By designing this station site prior to the construction of the Dulles Corridor Metrorail Project, it is the County's goal to have a well-designed development with excellent station access.

The land surrounding the Wiehle Avenue Metrorail Station is planned to foster a high intensity mixed use transit-oriented development. The County encourages prospective Developers to design a Project that fulfills the objectives outlined in the Metrorail option of the Fairfax County Comprehensive Plan (see PART TWO). This option maximizes both the allowable

building heights and the site intensity. The Project would include elements required for the rail station as described below, as well as uses allowed in the Comprehensive Plan.

As a way of continuing the community's input into the planning and development of future rail stations in the Dulles Corridor, the Wiehle Avenue Steering Committee (WASC) was established to develop a set of principles for the redevelopment of the area surrounding the future Wiehle Avenue Station. These Joint Development Principles, found in Attachment C of this document, will be used by the Selection Advisory Committee, along with other criteria found in PART THREE, Section 3.3, to guide its evaluation of the submitted proposals. The WASC believes that pedestrian and bicycle access, universal design and affordable/workforce housing should be given special consideration by Developers in the design of the Project.

The Dulles Corridor Metrorail Project is being implemented in two phases. Phase 1, the extension of Metrorail from the vicinity of the West Falls Church Metrorail Station through Tysons Corner to Wiehle Avenue, is expected to open in 2011. Preliminary Engineering (PE) started in October 2004 and is currently scheduled to be completed by December 2005. Construction of the Dulles Corridor Metrorail Project is contingent upon the receipt of federal funds for 50% of the capital cost. The Development Agreement between the Fairfax County Board of Supervisors and the Selected Developer will also be contingent upon the receipt of federal funds and the execution of a full funding grant agreement with the Federal Transit Administration, which is anticipated in October, 2006. A portion of the non-federal share has been committed through the formation of a special Fairfax County tax district, of which this development will be a part. The balance of the local funding is expected from State sources.



The overall schedule for accepting and reviewing Joint Development Solicitation (JDS) Proposals is:

JDS Issue Date	Mar. 1, 2005
Pre-Proposal Conference	Mar. 16, 2005
Closing Date for Receipt of Written Inquires	Mar. 31, 2005
Closing Date for Proposal Submission	June 17, 2005

Developers are encouraged to submit Proposals in accordance with the requirements and procedures set forth in PART THREE. Detailed information about the selection process and procedures is also set forth in PART THREE.

### Project concept

The Wiehle Avenue Metrorail Station is expected to open in 2011. For some period of time, it will serve as an interim end-of-the-line station until the Metrorail line is extended to Dulles Airport and Loudoun County. Currently, the land on the north side of the station site includes a Fairfax County owned and operated commuter parking facility known as the Reston East Park and Ride Lot. This facility has 850 parking spaces, and is served by Fairfax Connector bus routes to the West Falls Church Metrorail Station, the Pentagon and Crystal City, as well as providing reverse commute service to Reston and internal circulation bus service within Reston. On an average weekday, this lot is filled to capacity before the end of the morning peak period. Fairfax County opened this commuter parking facility in January 1997. It was funded with a federal grant and transit-oriented development on this property will be subject to federal guidelines.

The current General Plans for the Wiehle Avenue Metrorail Station (Attachment D) show the following required station facility elements to be constructed on the County-owned property: 2,300 parking spaces for commuters, 46 kiss-and-ride spaces, 12

revenue bus bays, 3 layover bays, bike racks and lockers on the north side of the station, 5 revenue bus bays on the south side of the station and other amenities as described in PART TWO. This plan will be referenced as the "Public Plan" throughout this JDS.

Construction of the required station elements as described above must be completed in sufficient time to allow the beginning of rail service to the station in 2011. Therefore, the County is committed to the construction of the Public Plan independent of further development on the site or the execution of a Joint Development Agreement. In anticipation of development that may occur post construction, the Public Plan was re-designed with two levels of the parking structure underground in order to minimize its footprint. However, it is the desire of the community to plan the station area in a more coordinated, cohesive and comprehensive manner. Designing the station facilities simultaneously with the joint development will lead to a superior site consistent with the principles of transit-oriented development and the principles identified by the Wiehle Avenue Steering Committee (Attachment C). Fairfax County is working in conjunction with the Virginia Department of Rail and Public Transportation (DRPT) and the Washington Metropolitan Area Transit Authority (WMATA) to facilitate joint development on this station site.



Reston Town Center - Photograph Courtesy of Fairfax County Economic Development Authority

## PART TWO: JOINT DEVELOPMENT SITE

### Site profile

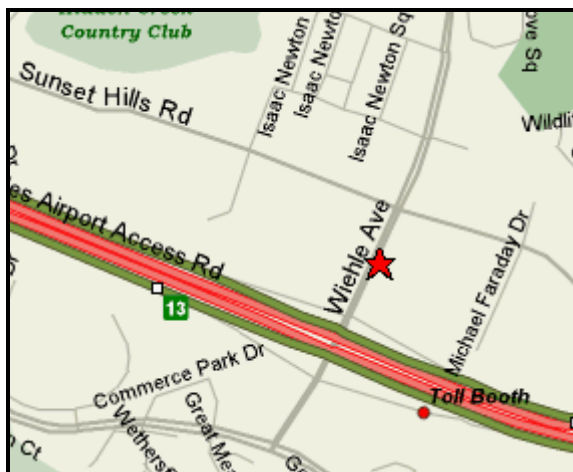
Located in the north central area of Fairfax County, Virginia, this approximately 9 acre L-shaped parcel is bounded on the south by the Dulles Airport Access and Toll Road (DAAR), on the east by Wiehle Avenue, and on the north by Sunset Hills Road.

The site, owned by Fairfax County, is currently used as a park-and-ride lot, consisting of parking spaces and bus bays. It is adjacent to the future Wiehle Avenue Metrorail station.

At minimum, joint development proposals must include the County-owned site. Preference will be given to proposals that also include assemblage of contiguous and/or adjacent parcels (to include those parcels within land units within ¼ mile of the station) to produce a well-designed, coordinated, transit-oriented development project.

### Area and amenities

The site is within an area identified by Fairfax County's Comprehensive Plan as the "Wiehle Avenue Transit Station Area." The Comprehensive Plan designates this area for transit-oriented, mixed use development, with the highest intensities of retail, office and residential uses concentrated around the future Metrorail station (Find the Comprehensive Plan online at [www.fairfaxcounty.gov/dpz/comprehensiveplan/](http://www.fairfaxcounty.gov/dpz/comprehensiveplan/)).



SITE LOCATION MAP

A variety of office buildings and light industrial uses are in the immediate vicinity of the site, including medical offices, a self-storage facility, and a bank. Areas to the north, west and east of the site are predominantly office parks, with some retail and community-serving uses, including day care centers, and the Hidden Creek golf course. Further north and northeast are residential communities of different densities, including condominiums, townhouses, and single family neighborhoods. South of the site, across the Dulles Airport Access and Toll Road, are more office parks with support retail uses, bordered by townhouse and single family residential communities and the Reston golf course.

### Location advantages

Within 5 miles of the County-owned property are the major employment centers and residential communities of Reston, the Town of Herndon, the Town of Vienna, and the Washington Dulles International Airport. Within 10 miles of the site are Tyson's Corner, Fairfax City, Falls Church, and Arlington. Washington, D.C. is approximately 15 miles from the site.

Wiehle Avenue and Sunset Hills Road provide access to the site and link it to the important commercial and commuter routes of DAAR, Reston Parkway, and Fairfax County Parkway (VA 7100). The site is adjacent to the Wiehle Avenue and DAAR Interchange. The Sunset Hills Road/Reston Parkway intersection is approximately 1 mile west of the site. The Sunset Hills Road/Fairfax County Parkway (VA 7100) intersection is approximately 2 miles west of the site. The Washington Dulles International Airport is 5 miles west of the site, conveniently accessed by the DAAR. The DAAR intersects with Leesburg Pike (VA 7) 5 miles east of the site, and with the Capital Beltway (I-495) approximately 7 miles to the east. The Capital Beltway provides access to the entire Washington metropolitan area and provides a direct connection to I-95, the major highway link to the entire East Coast.





County-owned property outlined in Red.

The future Wiehle Avenue station will be served by the new Metrorail extension, and up to thirty (30) bus routes operated by the Fairfax Connector and Loudoun County. This station will be the interim terminal station until the Phase 2 segment west to the Washington Dulles International Airport and Loudoun County is funded and constructed. On an average weekday, an estimated 8,300 passengers will board the Metrorail system at the Wiehle Avenue station: total passenger activity including station entries and exits is estimated at approximately 17,000 per weekday.

#### **Zoning and the Comprehensive Plan**

The site and surrounding area is zoned I-4, Medium Intensity Industrial District. The I-4 designation allows for scientific research, development and training, offices, manufacture and assembly of products, and related supply activities, up to a 0.5 FAR. The intensity may be increased up to 0.7 FAR under special exception. However,

most of the area is developed with office use at the lower intensity.

The site is within an area defined by the Fairfax County Comprehensive Plan as the "Wiehle Avenue Transit Station Area." The Plan recommends three tiers of development options for the land unit, which are based on the provision of mass transit. When the Plan text was written, the Draft Environmental Impact Statement (EIS) for the Dulles Corridor Rapid Transit Project anticipated that mass transportation would be introduced as a phased approach, with Bus Rapid Transit (BRT) preceding the extension of Metrorail in the area. The Final EIS does not include BRT as a phase in the Locally Preferred Alternative. However, the Plan still references BRT in its description of the intermediate development option. As currently applies, if rail transit is developed without interim BRT service to the area, both the intermediate and highest tier options are applicable.

The Comprehensive Plan text for the first tier, or base level, of development for the area reflects the recommended intensity without mass transit: office use up to .50 FAR or residential use up to 30 dwelling units per acre (du/ac). An intermediate tier of development allows for a mix of uses, including office, hotel, institutional, and support retail, at 1.5 FAR. This level of development may have a residential component, up to 50%, but it is not required. The final tier, which allows the highest intensity, is triggered when an extension of Metrorail service to the area receives a full funding grant agreement from the Federal Transit Administration. Under the Metrorail option the Plan would allow the 17 acres closest to the rail station, which includes the joint development property, to be considered for mixed use with residential and non-residential components up to 2.5 FAR. The residential component should make up between 40-75 percent of the total gross floor area under this option. For the remainder of the land unit outside the 17 acres closest to the station, the 1.5 FAR level of intensity would apply. Although specific ranges are given for different uses, the Plan also states that these are guides and “may need to be adjusted on a case by case basis in order to promote other planning objectives.”

The Plan contains several objectives for the area. In order to promote the goals of coordinated design, pedestrian circulation, and transit-oriented amenities, the Plan recommends that parcels within the land unit be consolidated and interparcel access be provided. The Plan envisions a diversity of housing options as a part of a residential mixed use development, along with supportive retail, service and institutional uses, like child care centers and dry cleaning services, to reduce the need for residents or employees to travel elsewhere. Educational uses are also considered an appropriate complementary use. In order to take full advantage of the proximity to the transit system, the Plan encourages exploration of the potential for future air

rights development over the transit station facilities, excluding the station.

### Special considerations

As previously described in the introduction, the Wiehle Avenue Steering Committee (WASC) was established to develop a set of principles for the redevelopment of the area surrounding the future Wiehle Avenue Station. These Joint Development Principles, found in Attachment C of this document, will be used by the Selection Advisory Committee, along with other criteria found in PART THREE, Section 3.3, to guide its evaluation of the submitted proposals. In evaluating proposals, the WASC recommends that a greater positive weight should be given to Proposals that reflect the three highest priorities of the Reston community (as outlined in the WASC Principles):

- Residential development that includes a mix of affordable housing.
- Development that supports and enhances pedestrian and bicycle traffic.
- Access for those with limited mobility reflecting universal design principles.

Joint Development Proposals must include the required station elements for the future Wiehle Avenue Metrorail station. These elements are: 2,300 parking spaces, 46 kiss and ride spaces, 12 revenue bus bays and 3 layover bays on the north side of the station, internal roadways, entrance pavilions, pedestrian connections to the station entrance, accommodations for the pedestrian bridge, and vertical circulation (elevators and escalators). Station amenities required by WMATA (such as bike racks and lockers, signage, etc.) must also be incorporated into the Proposals.

Other elements of the station facilities, including a second vehicular entrance to the station site, bus-only roadways, entrance pavilions, pedestrian connections, accommodations for the pedestrian bridge, and vertical circulation (elevators and escalators) and 5 revenue bus bays on the south side of the station are not on the

County-owned property. These features that are part of the Public Plan may be included in Proposals if the Developer has secured the property and necessary approvals for use of the public-owned land.

One required element of the Wiehle Avenue Metrorail station, a traction power substation, will be constructed by others. The substation is currently located in the DAAR right-of-way. Proposals shall reserve an area adjacent to the rail station facilities for the power substation in the event that it is relocated during preliminary engineering.

Most of the area surrounding the transit station including the County-owned property is a part of the Reston Center for Industry and Government (RCIG), which is subject to covenants enacted by property owners. The ability to implement certain types of development, namely residential and hotel uses, is precluded under these restrictions. The Reston Association (RA) is currently working with property owners in the RCIG to amend the covenants to remove these restrictions. There is a possibility that the restrictions may not be removed. Additionally, there are six (6) parcels of land located in close proximity to the County-owned property that are not included in the RCIG and hence, are not subject to the covenants. The parcels are identified by Fairfax County tax map numbers 017-4-((19))-1, 2, 3, 4, 5A and 6A. Together, the parcels contain approximately 4.6 acres of land. Developers should note that the Proposal evaluation criteria contained in PART THREE, Section 3.3 places a greater positive weight on Proposals that assemble as many contiguous land parcels as possible.

The County-owned property and much of the surrounding area is part of the Dulles Rail Transportation Improvement District. This district was approved by the Fairfax County Board of Supervisors on February 23, 2004 to help pay for Fairfax County's share of the capital costs of the first phase of the extension of Metrorail service in the Dulles Corridor. The tax is assessed on non-

residential uses only. Therefore, the Developer will be required to pay a one-time fee to Fairfax County to cover the cost of the special tax assessment for any property that is converted or redeveloped to privately-owned, individual residential use, such as condominiums, attached and detached single family dwellings.

More information and maps of the included properties can be found online at <http://www.fairfaxcounty.gov/fcdot/dullesrail.htm>.

### **Incentives and opportunities**

To learn more about the adopted Plan for the site and the conditions and increased intensity associated with mixed use transit oriented development, contact the Fairfax County Department of Planning and Zoning at 703-324-1380.





Huntington Metrorail – Photo Courtesy WMATA

### **PART THREE: PROPOSAL SUBMISSION REQUIREMENTS**



## SECTION 1: ADMINISTRATIVE AND CONTRACTUAL INFORMATION

### 1.1. Issuing Information

This Joint Development Solicitation (JDS) is issued in accordance with *Fairfax County Procedures Regarding Requests Made Pursuant to the Public-Private Education Facilities and Infrastructure Act (PPEA)* of 2002, adopted by the Fairfax County Board of Supervisors on February 24, 2003, as amended.

In exchange for the design and construction of the Wiehle Village Center and Metrorail Station required elements as defined in PART TWO, the Fairfax County (FC) property may be made available to the Selected Developer, if it is in Fairfax County's best interest. Proposals may consider an exchange of County property, a lease, sale, or other combination, of the FC property. At the present time, the Wiehle Avenue Metrorail Station required elements will be maintained by WMATA and eventually owned by WMATA; and therefore, the station elements must be built to WMATA design standards.

Construction of the Dulles Corridor Metrorail Project is contingent upon the receipt of federal funds for 50% of the capital cost and the execution of the full funding grant agreement from the Federal Transit Administration. Hence, the Agreement between the FC Board of Supervisors and the Selected Developer is also contingent upon the receipt of federal funds and the execution of a full funding grant agreement, which is scheduled to be executed in October, 2006.

### 1.2. Purpose and Scope

This JDS is intended to provide interested Developers with sufficient summary information about FC's requirements to facilitate Proposal preparation. It contains instructions on Proposal content and format, but does not attempt to define all of FC's Joint Development contract requirements in detail. Certain contract requirements are non-negotiable.

### 1.3. Amendments and Supplements to JDS

FC reserves the right to issue Amendments and/or Supplements to this JDS. If after the Closing Date for submission of Proposals, FC determines that an Amendment and/or Supplement is necessary, it will only be sent to those Developers who submitted responsive Proposals. Developers will be required to acknowledge in writing the receipt of an Amendment and/or Supplement.

### 1.4. Acceptance/Rejection of Proposals

This JDS does not commit FC to designate a Selected Developer or to enter into a Development Agreement.

FC reserves the right to accept or reject any or all Proposals.

### 1.5. Acceptance of Terms and Conditions

By submitting a Proposal, a Developer is deemed to have agreed to, and accepted, all terms and conditions set forth in this JDS. Notwithstanding the foregoing, FC reserves the right to amend or modify any of the terms and conditions.

### 1.6. Selected Developer Status

A designation as Selected Developer does not mean FC accepts the Proposal without further negotiation. Rather, the Selected Developer's Proposal is the foundation for further negotiation, and FC reserves the right to negotiate a Development Agreement with a Selected Developer containing benefits to FC that exceed those set forth in the Proposal.

### 1.7. Binding Agreement

An executed Development Agreement is the **only** binding commitment of and by FC with respect to this JDS Designation as a Selected Developer. Any conduct or oral representations by FC shall **not** in any way constitute a binding obligation or commitment by FC. In submitting a Proposal, the Developer acknowledges it will have no legal or equitable right to, or interest in, this project except as set forth in an executed Development Agreement.

## 1.8. Schedule of Activities

Item	Date
JDS Issue Date	Mar. 1, 2005
Pre-Proposal Conference	Mar. 16, 2005
Closing Date for Receipt of Written Inquiries	Mar. 31, 2005
Closing Date for Proposal Submission	June 17, 2005

## 1.9. Costs

FC shall not be liable for: (1) any costs incurred by a Developer and/or Development Team responding to this JDS or (2) any costs incurred with respect to the negotiation of the Development Agreement and related final documentation.

## 1.10. Approvals

The designation of Selected Developer and the terms of a Development Agreement negotiated pursuant to this JDS are subject to the approval of the FC Board of Supervisors and the Virginia Department of Rail and Public Transportation (DRPT).

## 1.11. Pre-Proposal Conference

A Pre-Proposal Conference will be held on Wednesday, March 16, 2005, on the 2<sup>nd</sup> floor of the FC Government Center at 11:00 a.m. in Conference Room 7, 12000 Fairfax County Parkway, VA 22035. The Pre-Proposal Conference is intended to give Developers the opportunity to ask questions about the JDS and to request clarifications. Interested Developers are encouraged to attend the Pre-Proposal Conference, but attendance is not mandatory.

## 1.12. Inspections

Inspections of the project site may be arranged by contacting Mr. Harry Swanson at 703-246-5183.

## 1.13. Inquiries

Inquiries concerning this JDS are to be submitted in writing to:

Cathy Muse, Director  
Department of Purchasing  
and Supply Management (DPSM)  
12000 Government Center Parkway,  
Suite #427  
Fairfax, Virginia 22035

The closing date for receipt of written inquiries is 4 p.m. on Thursday, March 31, 2005. Any interpretation made by FC will be in the form of an Amendment to this JDS. Oral explanations or interpretations are not binding.

## 1.14. Closing Date for Proposal Submission

One original and ten (10) copies of the Proposal must be received in a sealed package not later than 4 p.m. local time on Friday, June 17, 2005 (Closing Date), addressed as provided in Section 2.6.

## 1.15. Late Proposals

Any Proposal received by FC after the Closing Date shall be considered a "Late Proposal." A Late Proposal will not be accepted.

## SECTION 2: PROPOSAL PREPARATION/ FORMAT/CONTENT/SUBMISSION

### 2.1. General

To be considered, a Developer must submit a complete response to this JDS. FC encourages creative and innovative Proposals which promote Transit-Oriented Development consistent with FC land use policies. Proposals should be straightforward and contain a concise delineation of the Developer's capability to satisfy the requirements of this JDS. Failure to respond with the requisite information may result in a Developer being eliminated from consideration.

### 2.2. Proposal Submission Structure

Proposals must be submitted in a single 8.5 by 11 inch bound document with two sections, Section 1 containing Technical Information and Section 2 containing Economic Information. The contents of each section must comply with Section 2.3 and Section 2.4 of this JDS. Proposals should

include the identical titles and numbering for each subsection as set forth in this JDS.

### **2.3. Proposal Contents: Section 1 - Technical Information**

- A. Transmittal Letter - a letter signed by an authorized officer of the development team to make a binding commitment for the Developer which states that the Proposal is valid for a minimum of 270 days from the date of submission and that if selected, the Developer will negotiate in good faith with FC.
- B. Completed Fairfax County Cover Sheet.
- C. Table of Contents.
- D. Executive Summary excluding all financial information (five pages maximum).
- E. Development Team Information
  - 1. A description of the Developer and the proposed Development Team and the role of each principal member.
  - 2. A statement that the Developer has the power and authority to enter into a Development Agreement and all final documentation as required by FC without the consent or joiner of any other party or authority.
- F. Development Entity.
  - 1. A description of the Developer's business entity, and, if a different entity will be formed, details of the structure of this other entity.
  - 2. A detailed description of how the Project's ownership and management will be structured.
- G. A proposed conceptual site plan at a scale of 1" = 100' and a description of land uses for all subject parcels.
- H. An explanation of the anticipated impact that the Project will have, if any, on the Dulles Corridor Metrorail Project, other public improvements, and the surrounding properties and community. If a reconfiguration or relocation of the Wiehle Avenue Metrorail Station facilities that differs from that in the DRPT Public Plan is proposed, the Proposal must detail the location and general layout and access to the reconfigured or relocated facilities. Additionally, Proposals must ensure the uninterrupted and unimpeded operation of Fairfax Connector bus service throughout the construction period by either maintaining use of the existing FC Park and Ride lot or through an interim Park and Ride facility located in the general area of the project. All costs associated with a reconfiguration or relocation of FC Park and Ride facilities will be borne solely by the Developer. It should be noted that the existing FC Park and Ride lot will no longer be needed upon completion of the construction of the required station elements.
- I. The proposed Project schedule, starting in 2006, in Microsoft Project showing Developer Selection (assume 3 months after Proposal Due Date), which at a minimum includes the following tasks and milestones, if applicable. It should be noted that the proposed construction period of the Wiehle Avenue Metrorail Station required elements is critical. Completion of the required station elements must be coordinated with the opening of the station in 2011. The exact date of the station opening will be determined later. Therefore, the proposed Project schedule shall provide a separate line item for the construction period of the required station elements. Assume that the opening date for the Wiehle Avenue Metrorail station will be June 2011.

Additionally, a full color visual of the site plan 2' by 3' in size must accompany the Proposal. The visual must be flat folded and be a maximum of four sheets.

1. Development Agreement negotiations, final documentation negotiations, and execution of the Development Agreement by February 2006;
2. Agreement(s) for the acquisition of parcels to be assembled with the Joint Development Site, if applicable;
3. Concept plan preparation and approval, including interim Park and Ride facilities plan (allow 21 calendar days for FC approval);
4. Development plan preparation and approval, including interim FC Replacement Facilities plan (allow 21 calendar days for FC approval);
5. Local governmental and DRPT approvals and actions (zoning, site plan, grants, etc., as applicable);
6. Project financing plan approval;
7. Schematic design, design development and construction document preparation and approval (allow 15 business days for FC approval of schematic design, design development and 50% construction documents, 20 business days for FC approval of 95% construction documents, and 15 business days for FC approval of 100% construction documents);
8. Local permitting process (Site and Bldg.);
9. Construction of interim Park and Ride facilities (if applicable);
10. Project construction period (per phase, if applicable);
11. Initial occupancy (phased, if applicable); and

12. Final Occupancy (phased, if applicable).

J. Zoning information as follows:

1. The existing zoning classification, and if a change will be sought, the proposed zoning classification.
2. The permitted FAR (floor area ratio) or other density measure, and the proposed FAR or other density measure, as applicable.
3. Allowable uses, building heights and setbacks, and proposed uses, building heights and setbacks, by parcel.

K. The proposed business relationship with FC and the proposed terms (lease, sale, etc.) including, but not limited to the following:

Lease or Sale

1. Identification of the portion of the County-owned parcel and any other subject parcels or facilities proposed to be leased by or to FC by location and approximate land area.
2. Identification of the portion of the County-owned parcel and any other subject parcels or facilities proposed to be sold to or purchased by FC in fee simple by location and approximate land area.
3. An explanation of any proposed lease or sale of FC owned property, or public or private improvements.

L. A market analysis and marketing strategy for the proposed uses of the FC Joint Development site and pertinent private parcels.

M. A summary (specific financial analysis required in Economic Section) of the Project's impact on the tax base of FC as follows:

1. Identification of the property taxes, sales taxes, amount of fees, and contributions and other local public income.
  2. Identification of the value of public facilities to be derived from the Project.
  3. The number of temporary jobs created during construction and the number of new permanent jobs created by the Project (Public and Private elements).
  4. Any other quantifiable economic benefits to FC to be derived from the Project.
- N. A statement identifying how the Proposal addresses the Wiehle Avenue Steering Committee Joint Development Principles (Attachment C).
- O. A statement describing the Developer's contact with FC regulatory staff (representatives' names and meeting dates) and the views and representations of the FC regulatory staff regarding the Project including any existing or anticipated permitting or zoning issues or concerns.
- P. A statement on whether the Project's feasibility is contingent on any local, state, or federal government action or financial support (including a change in regulations; funding including guarantees, and issuance of tax exempt bonds; financing and credit enhancements; leasing of space; granting of access to the County-owned Joint Development Site; and the justification and process for obtaining government support).
- Q. Statements that:
1. The Project is compatible with local land use requirements.
  2. The Project will conform to all applicable federal, state, and local laws, regulations and ordinances including all federal and relevant local environmental regulations.
- R. A quantitative analysis of the Project's beneficial effect on the Dulles Corridor Metrorail Project's total daily transit ridership. The analysis must include the incremental transit trips in both peak and off-peak periods generated by the Project and the basis for such projections (Peak period is generally defined as 6 to 9 a.m. and 4 to 7 p.m., weekdays).
- S. A statement identifying the past, current or anticipated contractual or financial relationship of any member of the Development Team (including, but not limited to, the Developer partners or co-ventures) with FC. The Development Team must also disclose any contractual or financial relationship which may give the appearance of a conflict of interest.
- T. The following information about Developer's previous projects:
1. Illustrative materials on three (3) recent successful projects of similar or comparable scope for which substantial financing was obtained.
  2. The sources and amounts of debt and equity capital that were raised in previous projects.
- U. A list of any projects on which the Developer, its parent company, or any member of the Development Team has defaulted or declared bankruptcy, and an explanation of each default or bankruptcy.
- V. Detailed information regarding any criminal indictments or felony convictions of the Developer or any principal, officer, director, partner, member, manager or equivalent of any

person or entity constituting a member of the Development Team.

- W. If the proposed Project consists of an assemblage of the County-owned Joint Development Site with adjacent property, a statement identifying the adjacent property ownership, and if the property owner and the Developer are not the same, an executed agreement between the property owner and the Developer defining the property owner's participation, if any, in the Project.
- X. Any other information to assist FC in its evaluation of the Proposal including a statement of why FC should select the Developer and its Development Team.

#### **2.4. Proposal Contents: Section 2 - Economic Information**

- A. Table of Contents
- B. Executive Summary of economic information only.
- C. The Developer's estimated fair market value of the County-owned Joint Development Site, how the value was derived and the assumptions underlying the value.
- D. If the proposed business relationship with FC is a Lease:
1. The amount and timing of the nonrefundable option fee or holding fee to be paid to FC for the right to negotiate a Development Agreement upon designation as Selected Developer. This fee is separate and distinct from rent.
  2. The amount and timing of pre-development rent to be paid to FC during the interval period after the lease is executed but before the Project produces income (include the estimated length of this period).

3. The guaranteed base rent to be paid to FC throughout the term of the lease, including escalations. The description of escalations must include the method used to calculate escalations, their timing, and the projected amount of each escalation.
  4. The method of adjusting the base rent if it does not commence by the date projected and/or the final approved density is greater than that proposed FC expects that the present value of its financial return will not be diminished by delays in the development process that are within the Selected Developer's control.
  5. How any environmental remediation costs will be handled.
  6. FC participating share of gross income from the Project.
  7. FC share of proceeds from a capital event such as an assignment of the leasehold interest, transfer of interest in the Developer's business entity, refinancing or sale of the Project, or any other capital event after construction.
  8. Identification of any additional payments to FC based upon factors chosen by the Developer.
- E. If the proposed business relationship with FC is a Sale:
1. The amount and timing of the nonrefundable option fee or holding fee to be paid to FC for the right to negotiate a Development Agreement upon designation as Selected Developer. This fee is separate and distinct from the purchase price.

2. The proposed purchase price for any portion of the County-owned Joint Development Site including:
    - a. The schedule of purchase price escalations if the sale is not completed by the date projected.  
  
FC expects that the present value of its financial return will not be diminished by delays in the development process that are within the Selected Developer's control.
    - b. The method of adjusting the purchase price if the final approved density is greater than that proposed.
  3. How any environmental remediation costs will be handled.
  4. Proposed business arrangement under which FC will retain an interest in any development rights in excess of those used by the development constructed pursuant to the Proposal. Under such an arrangement, FC will receive payments over and above the purchase price, if, upon subsequent redevelopment of the County-owned Joint Development Site within 25 years of closing, the redeveloped density is greater than the original density.
  5. Identification of any additional payments to FC based upon factors chosen by the Developer.
- F. A summary table of the sources (including debt, equity and other financing) and uses of funds to design and construct the Project.
- G. Fifteen (15) years pre-development, construction and operating period cash flow statement which starts in February 2006. It should include each separate phase of development and land use type by phase and contain at a minimum:
1. The following assumptions:
    - Financing
    - Construction loan rate, term and amount
    - Permanent loan rate, term and amount
    - Loan to value ratio
    - Equity as a percentage of total construction costs
    - Revenues
    - Office rent (\$/GSF and # GSF)
    - Retail rent (\$/GSF and # GSF)
    - Residential (\$DU and #DU)
    - Parking
    - Other revenues
    - Construction Costs
    - Total hard costs
    - Total soft costs (also as a percentage of total hard costs)
    - Cost of improvements on a unit basis (\$/FAR SF of office and retail, \$/DU, \$/TH)
    - Cost per structured parking space
    - Cost per surface parking space
    - Land value per SF
    - Land value per FAR SF
    - Ground rent to FC
    - Operating Costs
    - Operating Expenses (in \$, \$/GSF and as a percentage of revenues)
  2. The following line items presented on an annual basis:
    - Sources
    - Equity
    - Construction Financing
    - Permanent Financing
    - Other Financing
    - Total Financing
    - Revenues
    - Office
    - Residential



Retail  
 Parking  
 Other Revenues  
 Total Gross Revenues  
 Total Net Revenues (less  
     vacancy)  
Uses  
 FC Rent or Sales Price (as  
     applicable)  
 Construction Costs  
     Soft - by line item  
     Hard – by line item  
     Total  
 Operating Expenses (all non-  
     debt Operating Costs, e.g.:  
     direct costs, G&A, taxes, legal,  
     marketing, commissions, etc.)  
 Net Operating Income  
 Debt Service (including any fees  
     or expenses associated with  
     loans)  
 Net Cash Flow (revenue less  
     operating expenses, debt  
     service and ground rent to FC,  
     if applicable).  
 Percentage Rent to FC  
 Distributions to Investors  
 Free Cash Flow  
Returns  
 Developer's Internal Rate of  
     return  
 Return on Investment  
 Return on Equity  
 The cash flow statement (and  
     any budgets in other parts of  
     the Proposal) should clearly  
     show all of the fees and  
     income that the Developer, its  
     partners and affiliates receive  
     from the Project. Those line  
     items should be pulled from  
     the cash flow statement and  
     shown (if required) together  
     on the spreadsheet as  
     individual line items in a  
     separate report. Annual  
     replacement reserves (total,  
     \$/GSF and \$DU) also should be  
     broken out and shown  
     separately.

3. The analysis must be presented in current dollars with an escalation rate of 3%.
  4. All financial models must be submitted to FC on disk as well as hard copy. All financial information must be linked in a single spreadsheet, and all files must be in Microsoft Excel and retain all cell relationships.
- H. A detailed financial analysis, including assumptions, of the Project's impact on the tax base of FC as follows:
1. Identification of the property taxes, sales taxes, amount of fees and contributions and other local public income.
  2. Identification of the value of public facilities to be derived from the Project.
  3. The number of temporary jobs created during construction and new permanent jobs created by the Project (Public and Private elements).
  4. Any other quantifiable economic benefits to FC to be derived from the Project.  
 (Note that a comprehensive financial analysis will occur during negotiations with the County. The Selected Developer will be required to update the financial analysis to reflect the Project approved by the County.)
- I. Copies of Developer's balance sheets, income statements and sources and uses of funds statements for the past three fiscal years.
- J. Statements regarding the Developer's financial creditworthiness and past development experience which can be verified, including the following:

The names and addresses of at least three (3) commercial or institutional credit references and a letter authorizing each credit reference to respond to inquiries from FC. At least two (2) of the references should be lending institutions.

## **2.5. Proposal Security**

Each Proposal must be accompanied by Proposal Security in the amount of One Hundred Thousand Dollars (\$100,000). Acceptable forms of Proposal Security include a proposal bond in the form set forth in Attachment A, a bank letter of credit in the form set forth in Attachment B, a cashier's check, certified check, or money order. All Proposal Securities must be drawn on a U.S.-based national bank and contain the following: At the top of the Proposal Security document, insert: Fairfax County Joint Development Solicitation for Wiehle Avenue.

FC will hold all funds that can be deposited into a financial institution in an interest bearing account, and interest will be paid on such funds. No later than fifteen (15) business days after FC identifies and designates the Selected Developer, the Proposal Security will be returned to all Developers other than the designated Selected Developer. FC shall retain the designated Selected Developer's Proposal Security until a Development Agreement is executed, and provisions are made with respect to the disposition of the Proposal Security in the Development Agreement.

## **2.6. Submission of Proposal**

A complete Proposal shall include the items set forth in Section 2.3. and Section 2.4., and the requisite Proposal Security. On or before the Closing Date, one original and ten (10) copies of the Proposal must be submitted in a sealed package, addressed and mailed or delivered in person to:

Cathy Muse, Director  
Department of Purchasing and  
Supply Management (DPSM)  
12000 Government Center Parkway,  
Suite #427  
Fairfax, Virginia 22035

## **2.7 Virginia Freedom of Information Act**

Any confidential and proprietary information provided to a responsible public entity by a private entity pursuant to the PPEA shall be subject to disclosure under the Virginia Freedom of Information Act ("FOIA") except as provided by Section 56-575.4 (G) of the PPEA.

In order to prevent the release of any confidential and proprietary information that otherwise could be held in confidence pursuant to Section 56-575.4 (G) of the PPEA, the private entity submitting the information must (i) invoke the exclusion from FOIA when the data or materials are submitted to the County or before such submission, (ii) identify the data and materials for which protection from disclosure is sought, and (iii) state why the exclusion from disclosure is necessary. A private entity may request and receive a determination from the County as to the anticipated scope of protection prior to submitting the proposal. The County is authorized and obligated to protect only confidential proprietary information, and thus will not protect any portion of a proposal from disclosure if the entire proposal has been designated confidential by the private entity without reasonably differentiating between the proprietary and non-proprietary information contained therein.

Upon receipt of a request from a private entity that designated portions of a proposal be protected from disclosure as confidential and proprietary, the County will determine whether such protection is appropriate under applicable law and, if appropriate, the scope of such appropriate protection, and shall communicate its determination to the private entity. If the determination regarding protection or the scope thereof differs from the private entity's request, then

the County will accord the private entity a reasonable opportunity to clarify and justify its request. Upon final determination by the County to accord less protection than requested by the private entity, the private entity will be given an opportunity to withdraw its proposal. A proposal so withdrawn will be treated in the same manner as a proposal not accepted for publication and conceptual-phase consideration as provided in the *Fairfax County Procedures Regarding Requests Made Pursuant to the Public-Private Education Facilities and Infrastructure Act of 2002*, Section IV (A)(1).

### **SECTION 3. PROPOSAL REVIEW, DEVELOPER SELECTION PROCESS, AND EVALUATION CRITERIA**

#### **3.1 Proposal Review Process**

Proposals will be reviewed for compliance with the specifications set forth in this JDS. Proposals that meet the requirements of the JDS will be classified as "acceptable". Proposals found to be incomplete will be classified as "unacceptable" and no further discussion concerning same will be conducted.

The County Executive shall appoint a Selection Advisory Committee to review and evaluate the proposals in accordance with the evaluation criteria specified later in this document. After review of the Committee's recommendation, the County Executive will select the preferred developer.

Fairfax County reserves the right to make on-site visitations to assess the capabilities of individual offerors and to contact references provided with the proposal. The County Purchasing Agent may arrange for discussions with firms submitting proposals, if required, for the purpose of obtaining additional information, clarifications, or resubmission of certain information in an alternative format.

Offerors are advised that, in the event an adequate number of proposals are received which, in the opinion of the County Purchasing Agent, require no clarification

and/or supplementary information, such proposals may be evaluated by the County without further discussion. Hence, proposals should be submitted initially on the most complete and favorable terms, from both technical and financial standpoints, which offerors are capable of submitting to the County. Should proposals submitted require additional clarification and/or information, offerors should be prepared to submit such additional clarification and/or supplementary information, in a timely manner, when so requested.

#### **3.2 Developer Selection Process**

Developer proposals submitted in response to this request are due no later than 4 p.m. local time on Friday, June 17, 2005, at which time the Selection Advisory Committee will begin the proposal review and evaluation process. The Committee will complete its evaluation and submit its recommendation of the highest rated offeror to the County Executive. The County Executive shall then designate an offeror as the highest rated offeror and proceed to negotiate a Development Agreement. If a satisfactory Development Agreement cannot be negotiated with the highest rated offeror, negotiations will be formally terminated. Negotiations may then be undertaken with the second most qualified offeror and so on.

Offerors are advised that time is of the essence for the construction of the required Wiehle Avenue Metrorail Station elements, as set forth in PART TWO, as the Station is expected to be open in 2011. Protracted negotiations may preclude construction of the Wiehle Village Center and Metrorail Station Project. The Development Agreement must be negotiated and executed by February 28, 2006. At that time, the Selected Developer will be obligated without contingencies and conditions to provide a site and construct the required station elements.

Upon completion of the Development Agreement negotiations, the County Executive will make a recommendation to

the Board of Supervisors for approval of the Agreement.

A public hearing will be scheduled on the proposal to include any proposed disposition of County owned property. The Board of Supervisors will determine if the Development Agreement should be approved. If the Board of Supervisors authorizes the award of the Agreement, proposal records shall then be available for public inspection. Upon authorization by the Board of Supervisors to enter into the Development Agreement, any offeror who submitted an offer who was not successful shall have ten (10) calendar days within which to file a protest in accordance with the procedures set forth in the County's Purchasing Resolution.

### 3.3 Proposal Evaluation Criteria

The development proposals submitted in response to this JDS will be evaluated on the following criteria (Note: criteria are not presented in order of preference):

- Degree to which the Project reflects the Wiehle Avenue Steering Committee Joint Development Principles (Attachment C);
- The market and financial viability of the Project;
- The experience and prior performance of the Development Team;
- The innovation and creativity of the Project;
- The compatibility of the Project with local Transit-Oriented Development plans and the Fairfax County Comprehensive Plan;
- Benefits accruing to Reston and Fairfax County;
- The ability to assemble parcels contiguous and/or adjacent to the County-owned site. At a minimum,

the Project shall include the County-owned site;

- Diversity of housing options incorporated into the Project, including Affordable Housing;
- Incorporation of the of the required station elements and the ingenuity demonstrated in the design;
- Financial Rewards of the Project for the County such as the cost of public improvements, job creation, increase of the local tax base, and so forth; and
- Enhanced Metrorail ridership.

### SECTION 4. FC'S NON-NEGOTIABLE REQUIREMENTS AND CONDITIONS

The following requirements and conditions are non-negotiable and the concepts will be included in the Development Agreement and final documentation executed by the Selected Developer and FC. By submitting a Proposal in response to this JDS, a Developer is agreeing to accept and comply with these nonnegotiable requirements and conditions.

#### 4.1. FC'S Reserved Areas and Interests

The conveyance or lease of any FC property shall be subject to a reservation by FC of a permanent, exclusive and irrevocable easement for vertical and horizontal support and as otherwise necessary for the operation and maintenance of present and future FC/DRPT Facilities, and FC/DRPT Improvements.

#### 4.2. FC's Approval Rights and Adjacent Construction Requirements

The following rights and requirements apply to the Project:

##### A. Approval Rights

FC shall have the right to approve in its sole and absolute discretion:

1. Matters that impact the integrity, functionality, efficiency, safety, operation, maintenance, legal compliance, cost or profitability of FC, DRPT, WMATA or business, customers, operations, or activities;
2. Matters that impact ingress/egress to FC and/or Dulles Corridor Metrorail Project facilities;
3. The design and construction of interim FC Park and Ride facilities; and
4. Matters that impact the Selected Developer's obligations as they relate to timing (changes in Project schedule) and performance (changes in what will be constructed, i.e., the product mix).

**B. FC's Comment Rights**

FC shall have the right to comment on the development plan/site plan and on other matters concerning the Project which do not impact the integrity, functionality, efficiency, safety, operation or maintenance of FC Facilities, or FC Improvements. The Selected Developer shall be obligated to consider FC's comments and to respond reasonably.

**4.3. Relocation or Replacement of FC Facilities**

The cost for interim relocation of FC Facilities shall be borne solely by the Selected Developer. No FC Facility may be taken out of service unless an interim replacement facility is already available such that there will be no disruption to FC operations. Additionally, the configuration of the relocation must be agreed to by FC in writing.

**4.4. No Subordination of FC's Fee Interest**

FC will not subordinate its fee interest in its property. In a lease situation, FC will permit lenders to have a leasehold security interest in the Project, which security interest would be subordinate to FC's right to terminate the lease upon a default by the Selected Developer (subject to the lender's right to cure).

**4.5 Federal Transit Administration Requirements**

The Project is subject to the requirements of the Federal Transit Administration of the U.S. Department of Transportation (FTA). The terms of the Development Agreement negotiated with the Selected Developer as it pertains to FC property may be subject to FTA approval. FTA may impose additional requirements which cannot be known until FTA reviews a specific Project. FTA requires that the Selected Developer comply with certain laws and regulations barring discrimination on the basis of race, color, national origin or disabilities and further requires compliance with FTA requirements regarding conflicts of interest and debarment.

**4.6. Americans with Disabilities Act (ADA)**

The Project shall be constructed in compliance with Titles II and III of the Americans with Disabilities Act, 42 USCA Section 12101, et seq., as amended, and any regulations promulgated thereunder. Proposals must include a plan indicating how access from the Project to the Metrorail station will be provided for persons with disabilities.

**4.7 Davis-Bacon Act/Fair Labor Standards Act**

The construction of any Dulles Corridor Metrorail Project facility and Improvements must be built in compliance with the Davis-Bacon Act, 40 USC Section 276a, et seq., and overtime compensation must be paid in compliance with the Fair Labor Standards Act, 29 USCA Section 201, et seq. (1978), as amended.

#### **4.8. Other Laws, Regulations and Requirements**

Developers are responsible for being fully informed of and complying with the requirements of applicable federal, Commonwealth of Virginia, and local jurisdictional laws and regulations.

Additionally, the Selected Developer shall be responsible for obtaining, at its own cost and expense, all requisite approvals, licenses and permits.

#### **4.9. FC's Indemnification Policy**

The terms of any Development Agreement and final documentation will require that the Selected Developer and its contractors and subcontractors (and subtenants, where applicable) indemnify FC against all claims, liabilities and costs of whatsoever kind and nature including environmental claims which may be imposed upon, or incurred by, or asserted against FC in connection with the Selected Developer's performance under the Development Agreement or related agreements.

#### **4.10. FC's Insurance Requirements**

The terms of any Development Agreement and final documentation will require that the Selected Developer, its contractors and subcontractors procure and maintain insurance coverage, in amounts determined by FC, which may include, but is not limited to: (1) General Liability; (2) "All Risk" Property; (3) Builder's Risk; (4) Worker's Compensation; (5) Automobile Liability; (6) Contractors' Pollution Legal Liability; (7) Rental Value Insurance.

#### **4.11. Guaranty**

FC may require a third party to guarantee some or all of the obligations of the Selected Developer, including but not limited to construction obligations.

#### **4.12. Payment, Performance and Completion Bonds**

FC requires that the Selected Developer secure and file with FC a payment bond equal to 100% of the value of each phase of the Project from a federally approved surety company, with sufficient assets. The

payment bond must name FC for the benefit of laborers, subcontractors, material suppliers, and others that have or may have claims or liens against the Project or the realty.

FC also requires the Selected Developer to secure and file with FC a performance bond equal to 100% of the value of each construction phase from a federally approved surety company, with sufficient assets, and which bond names FC for the completion of the planned construction in that phase.

All bonds must be in a form acceptable to FC and countersigned by a Commonwealth of Virginia, resident agent of the surety, with a copy of the agent's license, as issued by the appropriate Insurance Commissioner.

#### **4.13. FC's Disclaimer of Liability**

FC disclaims all responsibility and liability for the completeness or accuracy of any information that it provides.

#### **4.14. Inspection of Accounting Records**

The Selected Developer will be required to permit FC, or any of its duly authorized representatives, at reasonable times and places, access to any books, documents, papers and records, including certified financial statements, which are directly pertinent to the Development Agreement. FC shall be permitted to audit, inspect, examine, copy and transcribe such books, documents, papers and records. The Selected Developer shall retain all records for three (3) years after submission of any statement required for determining any variable payment obligations under the Development Agreement or related agreements.

#### **4.15. FC's Tax Exempt Status**

FC is tax exempt. Any taxes, assessments or impositions on the Project or the real estate shall be assumed by the Selected Developer. In no event shall the Selected Developer assert, or attempt to assert, for its own benefit, an exemption or immunity available to FC.

#### **4.16. Financing Requirements**

FC may impose upon the Selected Developer the obligation to obtain the requisite financing to consummate the lease/sale of the County-owned Joint Development Site, and the development, construction and final completion of the Project by a reasonable date certain, or FC may terminate the Development Agreement.

#### **4.17 Copeland Anti-Kickback Act**

The construction of any Dulles Corridor Metrorail Project facility and Improvements must be built in compliance with the Copeland Anti-Kickback Act (18 U.S.C. 874), as amended and supplemented by the Department of Labor regulations (29 CFR Part 3; 40 U.S.C. 276c).

### **SECTION 5. ADDITIONAL JOINT DEVELOPMENT REQUIREMENTS AND PROCEDURES**

#### **5.1 Assignment of Proposal, Change in Developer or Withdrawal of Developer**

FC considers the designation of Selected Developer to be in the nature of a personal services contract. The Selected Developer is designated because of the skills, experience, knowledge and financial standing of the Developer and the Development Team. A Developer who submits a Proposal in response to this JDS may withdraw, assign its Proposal or change the composition of its Development Team only as follows:

- A. **Withdrawal of Proposal**  
At any time prior to designation of the Selected Developer, a Developer may elect to withdraw its Proposal. Under such circumstances, FC shall return the Proposal Security without interest.
- B. **Assignment of Proposal**  
At any time prior to designation of the Selected Developer, a Developer may request FC approval to assign its Proposal to another development entity. No purported assignment is valid unless FC has given its prior written approval. The Developer and its purported assignee shall submit all

documents required by FC before the request will be considered. FC is under no obligation to approve the request. If FC refuses to grant approval, and the Developer does not want to proceed in accordance with its Proposal, FC will return the Proposal Security without interest. An assignment may be subject to the requirement of a Guaranty.

#### **C. Change in Composition of Developer or Development Team**

- 1. Prior to designation of the Selected Developer, a Developer may change its composition or the composition of its Development Team only with FC's prior written approval. If FC refuses to grant approval of the change, and the Developer does not want to proceed in accordance with its Proposal, FC will return the Proposal Security without interest.
- 2. After designation as the Selected Developer, the Selected Developer must request FC's written approval to change its composition or the composition of its Development Team. If FC refuses to grant approval of the change, and the Selected Developer does not want to proceed in accordance with its Proposal, FC may terminate the Selected Developer designation and retain the Proposal Security.

#### **5.2.Termination of Selected Developer Designation**

FC may terminate the Selected Developer designation for any of the following reasons and retain the Proposal Security except as stated otherwise:

- A. The Selected Developer fails to complete negotiations within 120 days from designation as Selected



Developer by the FC Board of Supervisors.

- B. The Selected Developer fails to negotiate and execute the Development Agreement by February 28, 2006. In the event that the foregoing schedule is not met, FC may terminate the designation of the Selected Developer and retain the Proposal Security without any liability or further obligation to the Selected Developer. The foregoing deadlines can only be extended by action of FC in its sole and non-reviewable discretion.
- C. The Selected Developer or any individual or entity holding ownership in or comprising the Development Team declares bankruptcy.
- D. The ownership structure of the Selected Developer changes without FC's prior written approval. Structural changes include changes in percentages of ownership interests or changes in ownership of any entity holding an ownership interest in the Selected Developer.
- E. The Selected Developer assigns its designation or transfers its rights in FC Joint Development Site without FC's prior written approval.
- F. The Selected Developer or any principal, officer, director, partner, member, manager or equivalent of any person or entity constituting a member of the Development Team is indicted for, or convicted of, a felony.
- G. The Selected Developer or any principal, officer, director, partner, member, manager or equivalent of any person or entity constituting a member of the Development Team is found not to have a satisfactory record of integrity and business ethics in FC's sole and non-reviewable discretion.

- H. The Selected Developer provided materially incorrect or incomplete information of significance in any of its submissions to FC, as determined in FC's sole and non-reviewable discretion.
- I. The Selected Developer does not comply with this JDS, its Proposal or the terms of the Project as negotiated by the parties.
- J. In accordance with Section 5.4, the Selected Developer conducts environmental due diligence and consequently modifies its Proposal in a manner which is unacceptable to FC. Under such circumstances, FC shall return the Proposal Security with any interest that may have accrued, except for site restoration costs.
- K. FC determines (in its sole and non-reviewable discretion) that termination is in its best interest.

Under such circumstances, FC shall return the Proposal Security with any interest that may have accrued.

### **5.3. Developer's Research Obligations**

A Developer is expected to be knowledgeable of all information which is reasonably ascertainable concerning the site size, and character, quality, and quantity of surface and subsurface materials or obstacles on the Joint Development Site, as well as the existing utilities on the Joint Development Site. This information is available from: (1) a visual inspection of the Joint Development Site; (2) utility companies serving the area; and (3) local land records. FC disclaims all responsibility and liability for the completeness or accuracy of any information that it provides.

The Joint Development Site is subject to existing physical and legal conditions, whether of record or not.

Additionally, a Developer is expected to have knowledge of the conditions affecting construction on the Joint Development Site, which include, but are not restricted to, those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads, the conformation and conditions of the ground, and the character of equipment and facilities needed before and during prosecution of the work.

#### 5.4. Environmental Matters

FC makes no representations about the presence or absence of contaminated material or other environmental conditions that may impact development except as specifically identified in PART TWO. Interested Developers may request permission from FC to perform a due diligence environmental site assessment on the County owned site: (1) prior to Proposal submission; (2) after Proposal submission; (3) after designation as the Selected Developer. Such due diligence site assessment and all associated costs shall be the sole responsibility of the Developer. Permission will be granted by FC for the County's property subject to the execution of a Right of Entry Agreement with standard insurance and indemnity provisions. Access to any adjacent privately owned parcels shall be by arrangement between the developer and private property owner.

FC shall be provided, in a timely manner, a copy of each test result and report addressing the environmental site investigation. If environmental contamination is found that requires a clean-up or remediation of the Joint Development Site under a governmental regulatory agency's review, the Developer may withdraw its Proposal but is responsible for site restoration costs. In the event that the due diligence environmental site assessment is performed after the designation of the Selected Developer, but prior to the execution of the Development Agreement, the Selected Developer and FC may negotiate the transaction based upon the levels of contaminated materials or

other environmental conditions encountered which would substantially delay development or substantially increase the costs of excavation, removal or disposal of soil-materials, or the treatment of groundwater. If the parties cannot agree upon the resolution of these issues, the Selected Developer may withdraw its Proposal but the Developer is responsible for site restoration costs, and FC has the corresponding right to terminate the Selected Developer designation in accordance with Section 5.2.J.

#### 5.5. Protest Policy

The policy and procedure for the administrative resolution of protests involving the designation of a Selected Developer arising pursuant to this JDS are as follows:

- A. Only an Interested Party may submit a protest. An "Interested Party" is defined as a Developer who submitted a Proposal pursuant to this JDS.
- B. Protests must be submitted no later than ten (10) calendar days after FC's designation of the Selected Developer. Any protest submitted subsequent to this time may be deemed by FC to be untimely and denied on that basis unless the Contracting Officer concludes that the issue(s) raised by the protest involves fraud, gross abuse of the selection process, or otherwise indicated substantial prejudice to the integrity of the selection process.
- C. The Interested Party wishing to file a protest shall submit a written document to FC which contains the following:
  - 1. The name and address of the Interested Party;
  - 2. Description of the nature of the protest;

3. Identification of the provision(s) of this JDS, applicable Joint Development Policies and Guidelines or laws upon which the protest is based;
  4. A statement of the specific relief requested; and
  5. Any documents relevant to the protest.
- D. FC shall carefully review the protest and, at the discretion of FC, a conference may be held with the Interested Party. FC shall have ten (10) calendar days from receipt of the protest to render a written decision on the merits of the protest stating the reasons for the action taken. A determination by FC that a protest is meritorious may result in: (a) the rejection of a Proposal, (b) the cancellation of this JDS, or (c) the termination of the designated Selected Developer. This decision shall be final unless the bidder or offeror appeals within ten (10) days of receipt of the final written decision by instituting legal action as provided in the Code of Virginia. This Protest Policy is not applicable to actions taken by FC in response to legal proceedings filed in the courts, or actions taken by FC in its sole and non-reviewable discretion.

## **SECTION 6: ABBREVIATIONS AND DEFINITIONS**

### **Developer(s)**

The entity submitting or contemplating the submission of a Proposal in response to this Joint Development Solicitation (JDS) which is potentially eligible to be designated the Selected Developer.

The Developer may be any qualified individual or entity with real estate development-related experience and access to financing sufficient to undertake the proposed Project, including real estate brokers, nonprofit organizations, public agencies, etc. Real estate brokers are

invited to participate as the Developer or as a member of the Development Team as opposed to participating in a purely marketing role. Fairfax County will not pay any broker's commission.

### **DAAR**

Dulles Airport Access Road and Toll Road

### **Development Agreement**

The legal document (lease, sales, contract, combination lease/sale, master development agreement, or other agreement) that constitutes the contract between Fairfax County and the Selected Developer.

### **Development Team**

The Developer and the principal persons and/or entities (including officers, directors, partners, members, managers or the equivalent of such persons and/or entities) identified by the Developer as the participants in the Project.

### **DRPT**

Virginia Department of Rail and Public Transportation

### **Dulles Corridor Metrorail Project**

A 23.1-mile extension of the Metrorail system from the existing Orange Line to Tysons Corner, Reston, Dulles Airport, and Loudoun County. The project will be constructed in two phases. Phase 1 will complete the portion between the Orange Line and Wiehle Avenue. Phase 2 will complete the remainder of the project to Dulles Airport and Route 772.

### **FC**

Fairfax County of Virginia

### **Federal Transit Administration (FTA)**

The federal agency within the U.S. Department of Transportation which administers the federal rules and regulations governing joint development programs and oversees other aspects of real property purchase with federal funds for transit purposes.

### **Joint Development**

A creative program through which property interests owned and/or controlled by Fairfax County are marketed to office, retail/commercial, recreational/entertainment and residential developers with the objective of developing transit-oriented development.

### **Joint Development Project**

The development ideas, concepts and plans that a Developer presents in its Proposal. Also refers to the development plans of the Selected Developer.

### **Joint Development Site**

The property areas and interests owned by Fairfax County Board of Supervisors and approved by the Board for inclusion in the Wiehle Village Center and Metrorail Station Project.

### **JDS**

Joint Development Solicitation

### **PPEA**

Public-Private Education Facilities and Infrastructure Act

### **Project**

The joint development ideas, concepts and plans that a Developer presents in its Proposal.

Also refers to the development plans of the Selected Developer. Project is synonymous with Joint Development Project.

### **Public Plan**

The "Public Plan" is the minimum program requirements for the future Wiehle Avenue Metrorail Station facilities being advanced by DRPT. Absent a Joint Development Agreement, this plan will be constructed.

### **Proposal(s)**

The development-related documents submitted in response to this Joint Development Solicitation (JDS).

### **RCIG**

Reston Center for Industry and Government

### **Required Station Elements**

2,300 parking spaces for commuters, 46 kiss-and-ride spaces, 12 revenue bus bays and 3 layover bays on the north side of the station, internal roadways, entrance pavilions, pedestrian connections to the station entrance, accommodations for the pedestrian bridge, and vertical circulation (elevators and escalators). Station amenities required by WMATA, such as bike racks and lockers, signage.

### **Selected Developer**

The Developer with the exclusive right to negotiate a Development Agreement with Fairfax County Board of Supervisors. The Board's designation of the Selected Developer shall not become final and binding until a Development Agreement has been negotiated and executed by the parties.

### **Selection Advisory Committee**

Fairfax County staff assigned by the County Executive to analyze the Proposals and make recommendations.

### **Transit-Oriented Development**

Those projects that integrate Fairfax County's transit facilities; reduce automobile dependency; increase pedestrian/bicycle originated transit; foster safe station areas; enhance surrounding area connections to transit stations; provide mixed-use, including housing and the opportunity to obtain goods and services near transit stations; offer active public spaces; and promote and enhance ridership and sound growth in the community.

### **WASC**

Wiehle Avenue Steering Committee - A community group established to develop a set of principles for the redevelopment of the area surrounding the future Wiehle Avenue Station. These Joint Development Principles are found in Attachment C of this document.

### **WMATA**

Washington Metropolitan Area Transit Authority



Fairfax Town Center - Photograph Courtesy of Fairfax County Economic Development Authority

## PART FOUR: PROJECT FINANCING



### Project Financing

Fairfax County seeks to promote a project that will result in an overall positive economic impact for Reston and Fairfax County. While FC believes that the value of its land and the potential profit from development of the property far exceeds the cost to construct the required elements of the Public Plan as defined in PART TWO, Development Proposals may include a cost exclusively for the required rail station elements to be funded by the Dulles Corridor Metrorail Project. Costs to be funded by the Dulles Corridor Metrorail Project will depend on the Public Plan elements that are included in the Development Agreement, but will not exceed the final cost of these elements specified in the baseline cost estimate for the full funding grant agreement. Any funding provided by the Dulles Corridor Metrorail Project is subject to annual appropriations and receipt of the necessary approvals to advance the project. While Developers may include costs to be funded by the Dulles Corridor Metrorail Project, FC seeks to maximize its return on the investment made to purchase the Wiehle Avenue Station property. The County will measure its return by the extent to which a Proposal succeeds in meeting the Project evaluation criteria described in PART THREE, Section 3.3.

Regardless of whether any cost is to be borne by the Dulles Corridor Metrorail Project, the DRPT and WMATA will have final review authority over design plans and construction of the required station elements and any additional elements of the Public Plan. DRPT may reserve a portion of the station budget to cover the cost of their design review and inspection of the construction of the Public Plan elements that are included in the Proposal. The Joint Development Agreement ultimately negotiated with the Selected Developer will govern the details of design review and construction inspections, and define any cost sharing arrangement for the required station elements. Additionally, the Selected Developer may be required to sign

agreements with DRPT for costs funded by the Dulles Corridor Metrorail Project. It should be restated that the Joint Development Agreement and construction of the Joint Development Plan will be contingent upon the receipt of federal funds for 50% of the capital cost and execution of a full funding grant agreement from the Federal Transit Administration.



Washington Plaza, Reston

## PART FIVE: OTHER RELEVANT INFORMATION AND RESOURCES



## **OTHER RESOURCES AND INFORMATION**

Other materials relevant to this Joint Development Solicitation are available, some at cost, to interested potential development entities which may not be familiar with Fairfax County and the development requirements applicable to this proposed redevelopment project.

Find the Fairfax County Comprehensive Plan online at:  
<http://www.fairfaxcounty.gov/dpz/comprehensiveplan/>

Find the Fairfax County Zoning Ordinance online at:  
<http://www.fairfaxcounty.gov/dpz/zoningordinance/>

Dulles Rail Transportation Improvement District Information and maps of the properties included in the District can be found online at:  
<http://www.fairfaxcounty.gov/fcdot/dullesrail.htm>

County Internet Site for demographic and related data:  
[www.fairfaxcounty.gov](http://www.fairfaxcounty.gov)

Principles of Universal Design online at:  
[http://www.design.ncsu.edu:8120/cud/univ\\_design/prin\\_overview.htm](http://www.design.ncsu.edu:8120/cud/univ_design/prin_overview.htm)

FTA Best Practices Manual and federal requirements:  
[www.fta.dot.gov/library/admin/BPPM/toc.html](http://www.fta.dot.gov/library/admin/BPPM/toc.html)



Vienna Metrorail – Photograph courtesy of WMATA

## PART SIX: ATTACHMENTS

Fairfax County, Virginia

PROPOSAL BOND

JDS Dated, March 1, 2005\_\_\_\_\_

Penal Sum of Bond: \$100,000.00

JDS Number: \_\_\_\_\_

Date Bond Executed: \_\_\_\_\_

**Wiehle Village Center and Metrorail Station Joint Development Site**

KNOW ALL PERSONS BY THESE PRESENTS, that we, the Principal and Surety(ies) hereto, are firmly bound to Fairfax County, Virginia, in the above penal sum for the payment of which we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally; provided that, where the Sureties are corporations acting as co-sureties, we the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted a Proposal in response to the JDS identified above, this Bond shall be valid for 360 days from the JDS Date written above.

If Fairfax County, Virginia designates the Principal as the Selected Developer based upon the Proposal it submitted under the JDS Number written above, and Fairfax County, Virginia terminates the Principals' designation as the Selected Developer in accordance with Section 5.2 of the aforesaid JDS, the Principal and the Surety(ies) named herein shall be liable to Fairfax County, Virginia as aforesaid for the Penal Sum of this Bond, each Surety(ies) hereby waives notice of default.

Each Surety executing this instrument hereby agrees that its obligation shall not be impaired by any extension(s) of time for Fairfax County, Virginia's designation of the Selected Developer or the negotiation of a Development Agreement, notice of which extension(s) to the Surety(ies) being hereby waived, provided that such waiver shall apply only with respect to extensions aggregating not more than 120 calendar days in addition to the period originally allowed as stated above.

Principal(s)

---

1. Developer: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Signature of Authorized Representative:

Corporate Seal:

\_\_\_\_\_

Name and Title:

\_\_\_\_\_

State of Incorporation:

---

2. Developer: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Signature of Authorized Representative:

Corporate Seal:

\_\_\_\_\_

Name and Title:

\_\_\_\_\_

State of Incorporation:

---

3. Developer: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Signature of Authorized Representative:

Corporate Seal:

\_\_\_\_\_

Name and Title:

\_\_\_\_\_

State of Incorporation:

### Corporate Sureties

---

A. Surety Name: \_\_\_\_\_ Liability Limit (Seal)  
\$ \_\_\_\_\_  
Address: \_\_\_\_\_  
  
Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
State of Incorporation: \_\_\_\_\_

---

B. Surety Name: \_\_\_\_\_ Liability Limit (Seal)  
\$ \_\_\_\_\_  
Address: \_\_\_\_\_  
  
Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
State of Incorporation: \_\_\_\_\_

---

C. Surety Name: \_\_\_\_\_ Liability Limit (Seal)  
\$ \_\_\_\_\_  
Address: \_\_\_\_\_  
  
Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
State of Incorporation: \_\_\_\_\_

---

Attach additional pages as needed.

#### Instructions

1. This form is authorized for use in providing Proposal Security. It must be completed legibly. The name of each person signing this Proposal Bond should be typed in the space provided. Fairfax County, Virginia may request documentation confirming the authorization of a person signing in a representative capacity.
2. Sureties executing the Proposal Bond must be among those appearing on the U.S. Treasury Department's list of approved sureties and must be acting within the limitations set forth therein.

The bank must be located in Washington, D.C., or Virginia, and the banks must be members of the Federal Reserve System.

[Issuing Bank L/C Letterhead]

## IRREVOCABLE STANDBY LETTER OF CREDIT

Letter of Credit No. \_\_\_\_\_

Issue Date: \_\_\_\_\_, 2005

APPLICANT:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Re: Issue in connection with JDS Number: \_\_\_\_\_

Wiehle Village Center and Metrorail Station Joint Development Site  
Joint Development Solicitation (JDS) Dated, March 1, 2005

BENEFICIARY:

Fairfax County of Virginia

12000 Government Center Parkway, Suite 530

Fairfax, VA 22035

Ladies and Gentlemen:

1. We hereby open in your favor, at the request and for the account of the above-identified Applicant, our Irrevocable Standby Letter of Credit No. \_\_\_\_\_ in an aggregate amount of One Hundred Thousand and 00/100's US Dollars (USD 100,000.00), to be available for payment of your drafts drawn at sight on us, and accompanied, in the case of each draft, by your written certification to us signed by any person purporting to act on your behalf, stating:

Applicant as the Selected Developer for the above-referenced Joint Development Site pursuant to that certain Joint Development Solicitation (JDS) dated, March 1, 2005, and issued by Beneficiary has been terminated as the Selected Developer in accordance with Section 5.2 of the JDS, and Beneficiary hereby certifies that the Sight Draft presented herewith constitutes an amount owed to Beneficiary under the JDS.

2. Drafts drawn under this letter of credit (as same may have been or may be amended from time to time) shall be completely sufficient if in the form attached hereto as Exhibit A, and need not be endorsed on the letter of credit. We will accept any and all statements delivered pursuant to this credit as conclusive, binding and correct, without having to investigate or being responsible for the accuracy, truthfulness, correctness or validity thereof and notwithstanding the claim of any person to the contrary.
3. This credit shall expire, unless extended as provided herein, at 5:00 P.M. local time in Fairfax County, Virginia, on March 1, 2006. If such date is a Saturday, Sunday, legal holiday or day on which we are not open for business on account of any other reason, the expiration date set forth shall automatically be extended to our next regular business day. It is a condition of this credit that it will be automatically extended without amendment for an additional period of twelve (12) months from the present and each future expiration date, unless, not less than sixty (60) days prior to the then-relevant expiration date, we notify you by Registered Mail that we elect not to extend this credit for any additional period. Upon your receipt of such a notification, you may draw your sight draft on us prior to the then-relevant expiration date for the unused balance of this credit, which need be accompanied only by your signed written statement that you received notification of our election not to extend.
4. All drafts drawn under this letter of credit must refer to the number and issue date of this credit, and must be marked "Drawn under [Issuer's Name] Irrevocable Standby Letter of Credit No. \_\_\_\_\_."
5. We agree to honor each draft drawn under and in compliance with the terms of this credit, if duly presented at our offices at [must be the address of an office of the issuing bank in Washington, D.C. or Virginia, at or before 5:00 P.M. local time in Fairfax County, Virginia. We agree to deliver payment in full of each such draft without any processing, check, or other fees whatsoever, to your offices as set forth hereinabove, Attn: General Counsel, not later than thirty-six (36) hours after the time of presentment (not including Saturdays, Sundays, legal holidays, or any day on which we are not open for business on account of any other reason) by our Cashier's or Teller's check payable solely to the order of the "Fairfax County, State of Virginia, United States".
6. The original and-or any amendment of the credit under which drafts are presented by you need not be presented with any draft drawn thereunder in order to constitute a valid presentment, unless such draft is a full and/or final draft under this credit.
7. Partial drawings under this letter of credit are permitted.
8. This credit shall be governed by the Uniform Customs and Practices for Documentary Credits, UCP 500 (1993 Rev.), published by the International Chamber of Commerce, and to the extent not so governed in accordance with the statute and case law of the Fairfax County, State of Virginia, United States.

Very Truly Yours,

[name of issuing or confirming bank]

By: \_\_\_\_\_

Authorized Officer

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Exhibit A: Sight Draft



## SIGHT DRAFT

Date:

AT SIGHT, pay to the order of Fairfax County, State of Virginia, United States, the sum of \_\_\_\_\_ Dollars (USD \_\_\_\_\_).

For Value Received, and charge to the account of [name of Applicant].

Drawn under [name of issuing bank] Irrevocable Standby Letter of Credit No. \_\_\_\_\_, dated \_\_\_\_\_ [as amended by \_\_\_\_\_].

Fairfax County, State of Virginia, United States, as Beneficiary under said Irrevocable Standby Letter of Credit No. \_\_\_\_\_, dated \_\_\_\_\_ [as amended by \_\_\_\_\_], hereby certifies to you that:

[insert certification language]

TO: _____	By: Fairfax County, State of Virginia, United _____
_____	States _____
Address: _____	Print Name: _____
_____	Title: _____
Attn: Letter of Credit Department:	12000 Government Center Parkway, Ste. 530
	Fairfax, VA 22035



COMMONWEALTH OF VIRGINIA  
**COUNTY OF FAIRFAX**  
BOARD OF SUPERVISORS

CATHERINE M. HUDGINS  
SUPERVISOR  
Hunter Mill District  
North County Governmental Center  
12000 Bowman Towne Drive  
Reston, VA 20190-3307  
HNTRMILL@fairfaxcounty.gov  
www.fairfaxcounty.gov/gov/bos/hm/homepag  
Telephone: 703/478-0283 FAX: 703/471-

**BOARD MATTER**

**SUPERVISOR CATHERINE M. HUDGINS  
HUNTER MILL DISTRICT**

**December 6, 2004**

Extending rail to Dulles is a high priority and critical to Fairfax County, the region and the Dulles Corridor. Equally, the planning associated with the stations is critical to the success of rail and the surrounding station areas. With the Environmental Impact Statement completed, Preliminary Engineering now in progress, it is important to include planning associated with the Wiehle Avenue (interim terminus of the Dulles rail extension) Station prior to the finalization of the Preliminary Engineering.

As a result of the Charrette in 2002 the community produced exciting conceptual plans for the Wiehle Avenue and Reston Parkway Stations. Since that time Wiehle Avenue Station has been determined an interim terminus for Phase I of the Dulles Corridor Project. While the public plan calls for a 2300 space parking garage, bus bays, and kiss and ride area at the county owned park and ride lot, mixed-use, Transit Oriented Development (TOD) is more desirable.

In order to make the Transit Station Area (TSA) truly efficient, it was determined that a joint development project through a Request for Proposal (RFP) could accomplish the TOD and utilize the county owned lot more efficiently. I established the Wiehle Avenue Steering Committee to review the Wiehle Avenue conceptual plan from the Charrette and develop principles that would be incorporated in an RFP a Joint Development Project at the Wiehle Avenue Station. The Steering Committee has completed the development of the principles, and held a public meeting for community review and feedback. The attached letter from the Committee includes the Wiehle Avenue Joint Development Principles. In summary they state:

1. Maintain Reston Identity
2. Meet or exceed minimum project components required for transit station facilities
3. Result in an overall positive economic impact for Reston and Fairfax County
4. Create a diverse mixed-use, transit-oriented development to attract and retain activity for at least 18 hours a day
5. Retain and expand access for pedestrian and non-motorized traffic
6. Include affordable housing in the residential development
7. Explore and consider options for air rights development
8. Address traffic patterns and impacts on surrounding routes
9. Joint development proposals must proceed ahead of the public plan timetables

I wish to commend the members of the Committee for their diligent and thorough work. I wish to particularly thank the county staff for their work and guidance through a very inclusive process, particularly Patti Stevens who stepped in after the process began to serve as facilitator. The objective of this work is to encourage the joint development of the Wiehle Avenue site in lieu of the public plan of a 2300 space parking garage.

Therefore Mister Chairman, I wish to forward the Wiehle Avenue Joint Development Principles and recommendations as found in the attached letter from the Wiehle Avenue Steering Committee to staff and direct that the document be used as guidance in developing the RFP for the redevelopment of the Wiehle Avenue county owned park and ride area.

## Wiehle Avenue Steering Committee

November 11, 2004

The Honorable Catherine Hudgins  
Hunter Mill Supervisor  
Fairfax County Board of Supervisors  
12000 Bowman Towne Drive  
Reston, VA 20190

Dear Supervisor Hudgins:

On behalf of the Wiehle Avenue Steering Committee, we want to thank you for the opportunity to serve Fairfax County by participating in the effort to identify principles to guide the redevelopment of the nine-acre county site and the surrounding station area at the Wiehle Avenue Metrorail station, the interim terminus of the Dulles rail extension.

At the public meeting you hosted on October 12 at South Lakes High School, the committee presented the principles and received important community feedback.

Attached are the Wiehle Avenue Joint Development Principles, which we propose be used to guide the redevelopment of the Wiehle Avenue park and ride site. In summary, the principles state that joint development should:

1. Maintain Reston Identity
2. Meet or exceed minimum project components required for transit station facilities
3. Result in an overall positive economic impact for Reston and Fairfax County
4. Create a diverse mixed-use, transit-oriented development to attract and retain activity for at least 18 hours a day
5. Retain and expand access for pedestrian and non-motorized traffic
6. Include affordable housing in the residential development
7. Explore and consider options for air rights development
8. Address traffic patterns and impacts on surrounding routes
9. Joint development proposals must proceed ahead of the public plan timetable

In addition, we propose that the County use a streamlined approval process so that the critical station elements of this priority joint development program can be completed in time for the beginning of rail operations to the Wiehle Avenue Metrorail station. Use of best project management practices should be adopted. An expedited process should include opportunities for timely community input. Also, as applications are received and being evaluated, committee members would like the opportunity to actively participate in the review process, perhaps as non-voting members of (a) panel(s) that may be formed for the evaluation, selection, and negotiation process.

The Committee strongly supports including a diversity of housing types on the site including an affordable housing component. We recognize that the Reston

Covenants for Industry and Government need to be changed if the site is to be developed in the most desirable manner. Please let us know if we can be helpful in this effort.

The County has an important role to play in achieving the desired affordable housing mix. Staff has indicated there are a variety of programs available to help achieve this objective. Working with the selected developer to achieve the housing objectives should be made a county priority.

A new program, Green Community Initiatives, provides a \$550 million funding commitment for affordable, environmentally friendly homes. It is sponsored by the Enterprise Foundation and the Natural Resources Defense Council ([www.enterprisefoundation.org/resources/green/QA/index](http://www.enterprisefoundation.org/resources/green/QA/index)). This program, along with others, should be explored for possible use to fund the affordable housing component of the project.

Reston residents are avid bicyclists taking advantage of the community's many trails. With proper planning and the provision of bicycle racks and lockers, many transit riders could be encouraged to access the rail station by bike. Information about programs that fund bicycle enhancements at transit stations should be included in the solicitation package. More information is available at <http://www.fta.gov/library/policy/bikes.pdf>.

The impact of traffic on adjacent neighborhoods was a concern expressed by a number of residents at our community meeting on October 12. In addition to studies required of the developer as part of the solicitation process, it is essential that Fairfax County and the Commonwealth of Virginia carefully address the impacts of developments in the station area on existing traffic and the increase in vehicle trips projected for rail operating to Wiehle Avenue. These studies should provide implementable recommendations for measures to reduce congestion and ease access to the station.

At the October 12 meeting, you asked if the community should receive benefits from some of the increase in real property values that will be realized as rail comes to Reston. We think that Fairfax County should play an active role to ensure that appropriate public amenities and services are provided in the transit station area. In accord with discussion at the October 12 meeting, we suggest creating a fund that would receive some of the increase in real estate tax receipts and/or parking revenues attributable to rail to use for transit station area enhancements and/or to achieve other desired public objectives for the station site, as described in the enclosed principles we developed to guide proposal for joint development of the Wiehle Avenue station area.

In closing, we would like to express our appreciation to you and to the able County staff who supported our efforts, particularly Patti Stevens, our facilitator.

Sincerely,

Members of the Wiehle Avenue Steering Committee

Steve Cerny

Kathryn Martin

Michelle Crocker

Patty Nicoson

Frank de la Fe

Marion Stilson

Richard Eckhardt

Joe Stowers

David Edwards

Kohann Whitney

Kathryn Martin

Enclosure



## **WIEHLE AVENUE JOINT DEVELOPMENT PRINCIPLES**

### **JOINT DEVELOPMENT TARGET AREA:**

At minimum, joint development proposals must include the County-owned site adjacent to the proposed Metro platform in parcel G-4. Preference will be given to proposals that also include assemblage of contiguous and/or adjacent parcels to include land units within ¼ mile of the station to produce a well-designed, coordinated, transit-oriented development project.

### **JOINT DEVELOPMENT IN THE WIEHLE AVENUE STATION AREA SHOULD:**

#### **1) Maintain Reston Identity**

##### **RFP elements:**

- a. WMATA minimum standards must be met in the design and construction of elements relating to the Wiehle Avenue Station, and minimum standards should be exceeded where necessary to maintain Reston identity.
- b. An effort should be made to exceed the standards of architecture found throughout the Washington region. Do not fear creating dramatic “signature” landmarks. Explore new and bold initiatives.
- c. Support and enhance access and connectivity to all parts of the larger community, including existing and planned pedestrian and bicycle network, and the Reston Internal Bus Service (RIBS).
- d. Incorporate well-landscaped public spaces that encourage pedestrian assembly and interaction, including water and green spaces as prominent elements.
- e. In all aspects of the development, consideration should be given to best practices and innovative strategies in transit-oriented design.

##### **Desired Element:**

- f. All parts of the Wiehle design should conform to universal design principles.

#### **2) Meet or exceed minimum project components required for transit station facilities.**

##### **RFP elements:**

- a. 2,300 park and ride spaces and 46 Kiss and Ride Spaces.
- b. 17 revenue bus bays and 3 layover bays distributed on both sides of the toll road (12 revenue bus bays and 3 layover bays (north side) and 5 revenue bays (south side)).
- c. Assure access and spaces that encourage pedestrian / bicycle usage, i.e., spaces that are attractive, safe, inviting, and convenient.
- d. Provide a minimum of 16 covered bicycle racks and 16 bicycle lockers.  
(See additional requirement under Principle 5.)

##### **Desired elements:**

- e. Consider shared use of parking between commuters, retail, residential recognizing that Transit Oriented Development. Consider shared use of the parking to meet needs

of all developed uses. Preference to those who seek reduction in parking requirements through shared use proposals.

- f. Consider contracting with adjacent property owners who have surplus parking space in their projects in order to reduce the on-site parking requirements.
- g. Parking and commuter drop off facilities should be distributed on both the north and south sides of the station.
- h. Consider placing all or some of the parking below grade in order to facilitate and maximize mixed use development and pedestrian access.

**3) Result in an overall positive economic impact for Reston and Fairfax County.**

**RFP elements:**

- a. Investments in transit development should be used to leverage state and federal matching funding so that costs are shared appropriately between the developer, the Reston community, Fairfax County, and Virginia agencies participating in the rail and area development.
- b. Develop partnerships with community-based and non-profit organizations in order to access resources to meet the development principles (affordable housing, bike facilities, etc).
- c. Improve the County tax base. Generate benefits that equal or exceed public of the area around the transit station should be considered as investments in the future that will generate subsequent value and tax base enhancement for the area surrounding station and the county.
- d. Development should result in increased rail ridership.
- e. Provide conditions that will stimulate economic activity.

**4) Create Diverse Mixed Use, Transit Oriented Development to attract and retain activity for at least 18 hours a day.**

**RFP elements:**

- a. Provide an appropriate mix of office, retail, services, governmental and residential uses to attract and serve a diverse population.
- b. Provide community recreation, open space, cultural activity spaces.
- c. Provide memorable, well-designed public spaces.

**Desired elements:**

- d. Consider the vertical mixing of uses within structures to the extent feasible, including below-grade development.
- e. Provide dependent care (child and/or senior) opportunities.
- f. Place mixed-use development as close to transit station platform as possible.

**5) Retain and Expand Access for Pedestrian and Non-Motorized Traffic.**

**RFP elements:**

- a. Connect the station platform with the Wiehle Avenue bridge, nearby commuter lots, adjacent land bays, walkways, and the W.O.&D trail.
- b. Meet the requirements of the Comprehensive Trail Plan to provide an appropriate portion of a bicycle / pedestrian pathway to be located along and paralleling the Dulles Highway, eventually along both sides of the toll road.
- c. Share of the cost of developing a grade-separated pedestrian / bicycle system that connects adjacent land bays to the immediate transit-oriented mixed-use area as described in the Area 3 Comprehensive Plan .
- d. Exceed the project minimum standards by providing bicycle parking racks, lockers, or bicycle stations to accommodate at least 100 bike commuters.

**Desired elements:**

- a. Avoid at-grade pedestrian / bicycle crossings where it is possible to provide grade separation.
- b. Provide shower and changing facilities for bikers and runners. Preference will be given to proposals that maximize facilities that encourage and accommodate pedestrian and non-motorized travel to the transit area (at the station facility and/or adjacent buildings in the development area).
- c. Widen the pedestrian bridge access to include amenities such as newsstands and retail kiosks.

**6) Include Affordable Housing in the Residential Development.**

**RFP Elements:**

- a. Following Comp Plan guidance for the development near the rail station, and contingent upon elimination of current covenant restrictions, a minimum of 50% of the development should be residential.
- b. At least 20% of any residential units, and in no case less than 10% of the FAR, that are constructed should be affordable. Affordable housing should include a mix of moderate, low, and very low income as defined by HUD guidelines. Density bonus will given to developers providing the greatest number of low or very low income units.

**Desired Elements:**

- c. Incorporate elements of universal design in the residential development.

**7) Explore and consider options for air rights development.**

**RFP Elements:**

- a. Consider air rights opportunities within (and adjacent to) the site, over parking structures, bus bays, streets, and access roads.
- b. Assure, to the extent possible, that short-term construction does not interfere with or preclude future development using air rights.

- c. Make suggestions for how air rights could be facilitated as soon as it becomes feasible.

**8. Address Traffic Patterns and Impact on Surrounding Routes.**

**RFP Elements:**

- a. Provide an analysis of local traffic impact of the joint development project.
- b. Develop site to minimize impact on feeder roads and to encourage transit use.

**Desired Elements**

- c. Develop an employee/residential commuter program that could include van pools, car sharing, shuttle buses to neighborhoods and other parking areas, and transit passes. Explore incentives and credits for biking to transit.

**9. Joint Development Proposals must proceed ahead of the public plan timetable.**

**RFP Elements**

- a. Joint Development agreement must be completed prior to the commencement of the design stage for the public plan for Wiehle Avenue Station, currently projected to be March, 2006.

**REFERENCES and RESOURCES**

**Transit Oriented Design Principles**

<http://www.transitorienteddevelopment.org/pages/1/index.htm>

**Principles of Universal Design**

[http://www.design.ncsu.edu:8120/cud/univ\\_design/principles/udprinciples.htm](http://www.design.ncsu.edu:8120/cud/univ_design/principles/udprinciples.htm)

**Comprehensive Plan Requirements for Area 3**

<http://www.fairfaxcounty.gov/dpz/comprehensiveplan/area3/upperpotomac.pdf>

**Wiehle Ave Joint Development Web:**

<http://www.fairfaxcounty.gov/gov/bos/hm/landuse/wiehleavecomm.html>

**WIEHLE AVENUE STEERING COMMITTEE MEMBERS:**

Steve Cerny  
Frank De La Fe  
Kathryn Martin  
Richard Eckart  
David Edwards  
Michelle Krockner

Patty Nicosan  
Marion Stillson  
Joe Stowers  
Kohann Whitney  
Bruce Wright

**FAIRFAX COUNTY STAFF SUPPORT AND FACILITATION:**

Patti Stevens, North County Regional Manager for Human Services [psteve@fairfaxcounty.gov](mailto:psteve@fairfaxcounty.gov)

Goldie Harrison and Becky Pedrotty, Hunter Mill District Office 703-478-0283

10/12/04



